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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92057877
Party	Defendant Motel One GmbH
Correspondence Address	ZHENG WANG DEBEVOISE & PLIMPTON LLP 919 THIRD AVENUE WASHINGTON, DC 10022 UNITED STATES dhbernstein@debevoise.com, zwang@debevoise.com
Submission	Motion to Extend
Filer's Name	Zheng Wang
Filer's e-mail	zwang@debevoise.com
Signature	/Zheng Wang/
Date	08/12/2015
Attachments	Motion for Extension.pdf(160508 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEALS BOARD

In the matter of Registration No. 3,505,545
Date of Registration: September 23, 2008
Trademark: MOTEL ONE (and Design)

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G6 HOSPITALITY IP LLC,	:	
	:	
Petitioner,	:	
	:	
vs.	:	Cancellation No. 92,057,877
	:	
MOTEL ONE GMBH,	:	
	:	
Registrant.	:	
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**MOTEL ONE GMBH’S MOTION FOR EXTENSION OF TIME TO RESPOND
TO G6 HOSPITALITY IP LLC’S MOTION FOR LEAVE TO AMEND AND FOR
SUMMARY JUDGMENT AND MEMORANDUM IN SUPPORT**

Registrant Motel One GmbH (“Motel One”) respectfully requests an extension of time pursuant to Fed. R. Civ. P. 6(b) and 37 C.F.R. Section 2.116(a) to respond to Petitioner G6 Hospitality IP LLC’s (“G6”) Motion For Leave to Amend and For Summary Judgment (the “Motion”). In particular, Motel One seeks a one month extension of time until September 17, 2015 in order for the parties to complete settlement discussions and, should those discussions ultimately fail, to allow time to respond to the motion due to summer vacation plans.

On May 27, 2015, the parties met in person to discuss settlement. Stefan Lenze, the General Counsel of Motel One, flew from Germany to New York for the meeting, and Alan Rabinowitz, the General Counsel of G6 flew from Texas to New York for the meeting (which also was attended by the parties’ outside counsel). Following the

meeting, Mr. Rabinowitz indicated that he would respond to Mr. Lenze's settlement proposal, but that he was going on vacation and requested an extension of time to respond to the proposal until after his vacation. Mr. Rabinowitz indicated he would respond after his return in mid-June.

On June 8, 2015, G6's counsel indicated that Mr. Rabinowitz was still on vacation but that G6 would respond upon his return. Counsel for the parties discussed further issues related to the settlement discussions, and also confirmed their agreement that, barring settlement at that time, the parties would exchange their expert reports on July 20, 2015, and then would agree to extend the August 20, 2015 discovery deadline further to permit further settlement discussions following review of the surveys, or else further time to complete discovery.

After Mr. Rabinowitz returned from his vacation, G6 responded through counsel to Motel One's settlement proposal. After further discussions on June 25, the parties' counsel determined that there was not a basis to continue their discussions at that time, and that the parties would instead proceed to the July 20 exchange of expert reports.

On July 17, 2015, one business day before the parties had agreed to exchange expert reports, G6 filed its motions for summary judgment and for permission to amend its cancellation petition. The filing of the motion for summary judgment had the effect of suspending discovery in the matter, so the parties never did have their opportunity to exchange their expert reports.

On July 26, 2015, the parties' counsel resumed their settlement discussions, and have continuously discussed settlement from that day to the date of this motion. In particular, on July 26, 2015, Motel One, through counsel, made a specific settlement

offer. Motel One also specifically indicated that, if the case could not be settled, it would need to seek a one-month extension of time to respond to the motion for summary judgment in light of upcoming summer travel and vacation schedules.

On July 27, G6's counsel acknowledged receipt of the offer and said it would respond promptly. On July 30, G6, through counsel, responded with a substantive counteroffer. Motel One's counsel replied that same day. The parties' counsel further discussed settlement on July 31, and given the continued settlement discussions, agreed to extend the deadline to respond to the leave to amend motion until August 5, 2015.

On August 3, 2015, G6, through counsel, made a new settlement offer. In light of the continued discussions, on August 4, 2015, the parties agreed to further extend the deadline to respond to the motion to amend the petition to August 17, to align the response to the motion for leave deadline with the deadline for responding to the summary judgment motion. Counsel for Motel One reminded G6's counsel that Motel One and its counsel were devoting all their attention to the settlement discussions and not to responding to the summary judgment motion, and therefore would need an extension of time in the event that settlement was ultimately unsuccessful – a statement to which G6 did not object. On August 5, 2015, the parties filed their stipulation coordinating the response date for the motion for leave to amend with the motion for summary judgment.

On August 7, counsel for Motel One responded to G6's settlement offer with a counter proposal. Motel One's counsel also reminded G6's counsel of the upcoming vacations: namely, that counsel for Motel One would be on vacation through August 30, and that the two representatives of Motel One who were involved in settlement discussions (and who would need to devote attention to any response to the summary

judgment motion should settlement talks fail) would be on vacation from August 11-30 and August 14-30, respectively.

On August 10, counsel for G6 indicated that it had not yet completed discussions with its client about the settlement offer and was therefore not yet in a position to respond, but that it would do so on August 11. The evening of August 11, G6's counsel indicated that it still would need another day in order to respond substantively. Counsel for Motel One reminded counsel for G6 of the looming deadline, and reiterated its request for a one-month extension of the August 17 deadline both to (1) allow the active settlement talks to continue, and (2) because, in any event, Motel One would be unable to substantively respond in the one week remaining given counsel's and Motel One's principals' August vacation schedules. Counsel for Motel One further indicated that, barring an agreement to extend time, it would be forced to file a motion seeking an extension.

Later the night of August 11, counsel for G6 indicated that it would not agree to any extension of the looming deadline for summary judgment. This was the first time that G6 indicated it would not agree to an extension of the response date despite the fact that counsel for Motel One had raised the issue numerous times. Although counsel for Motel One reminded counsel for G6 that it had agreed to extensions to accommodate its client's vacation earlier in the summer, and that the parties had exchanged professional courtesies throughout the matter, and that both parties had been actively engaged in good faith in settlement discussions (which even now are still ongoing), and of Motel One's and its counsel's vacations, counsel for G6 refused to agree to an extension for the sole apparent purposes of (1) obtaining some litigation advantage by limiting Motel One's

time to respond to the motion, and/or (2) personally inconveniencing Motel One's principals and its counsel who have long-scheduled August vacations.

In light of G6's refusal to agree to an extension of time, the deadline to respond to the pending motions is August 17, 2015. As noted previously, the deadline to respond to the motion to amend was extended from August 3 to August 17 to align that deadline with the deadline for the summary judgment motion. No previous extension of time for the response to the motion for summary judgment has been requested.

Motel One now moves for an extension of the August 17 deadline, until September 17, 2015. Since G6 filed its Motion on July 17, the parties have been diligently engaged in settlement discussions. The settlement offers under discussion are complex and have numerous moving parts as they affect the parties' rights both within and outside the United States. Although Motel One believes that there is a reasonable prospect that this cancellation proceeding may be settled, which would render any response to the motions unnecessary, the parties will not be able to complete negotiations by August 17, 2015 because any settlement agreement would require board approval, and Motel One's board is not scheduled to meet before August 30, 2015.

Further, as noted, Motel One and its counsel have vacations in August which would make it extremely difficult for Motel One to respond to the pending motions by August 17. In particular, David H. Bernstein, primary outside counsel for Motel One, is now on vacation with his family, and will be on vacation through August 28. Stefan Lenze, G6's General Counsel, who is supervising this litigation, will be on vacation from August 14 through August 30. And Dieter Muller, Motel One's Chief Executive Officer, is on vacation from August 11 through August 30.

In view of the foregoing, Motel One respectfully requests that the deadline to respond to G6's pending motions be extended from August 17, 2015 until September 17, 2015.

Dated: Edwards, Colorado
August 12, 2015

DEBEVOISE & PLIMPTON LLP

By : /s/ David H. Bernstein
David H. Bernstein
Zheng Wang
Debevoise & Plimpton LLP
919 Third Avenue
New York, New York, 10022
Tel: (212) 909-6696

Counsel for Motel One GmbH

To: William H. Oldach III
Vorys Sater Seymour & Pease LLP
1909 K Street NW, 9th Floor
Washington, DC 20006

CERTIFICATION OF SERVICE

This is to certify that on August 12, 2015, I caused a copy of **MOTEL ONE GMBH'S MOTION FOR EXTENSION OF TIME TO RESPOND TO G6 HOSPITALITY IP LLC'S MOTION FOR LEAVE TO AMEND AND FOR SUMMARY JUDGMENT AND MEMORANDUM IN SUPPORT** to be served by electronic mail (based on prior agreement to email service) upon:

William H. Oldach III
Vorys Sater Seymour & Pease LLP
1909 K Street NW, 9th Floor
Washington, DC 20006
United States
wholdach@vorys.com

Executed this 12th day of August, 2015 in New York, New York.

/s/ Zheng Wang
Zheng Wang